

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

LAVVAN, INC.,

Plaintiff,

v.

AMYRIS, INC.,

Defendant.

No. _____

JURY TRIAL DEMANDED

COMPLAINT

LAVVAN, Inc. (“Lavvan”), brings this action against Amyris, Inc. (“Amyris”).

I. INTRODUCTION

“Not one partner has ever stood with us and said, *We’re only going to do what the contract says*. . . . if that ever happened, we would be out of business today”

– Amyris CEO John Melo

1. This case seeks to remedy the predictable consequences that stem from a business partner’s view that it need not concern itself with the terms of the agreement it entered, and from that partner’s deliberate decision to misappropriate valuable intellectual property entrusted to it under that agreement for its own gain.

2. In 2019, Amyris addressed its short-term woes by publicly announcing that it would be entering a new industry by forming a promising exclusive partnership with Lavvan and securing from Lavvan a much-needed multi-million-dollar cash influx. Amyris then quickly proceeded to denounce the deal’s terms privately and to try to change and frustrate—and ultimately to breach—those terms, all at the expense of Lavvan and its investors. In fact, Amyris has rejected the agreement’s most fundamental terms so thoroughly that Amyris evidently never meant to honor the contract at all. In the course of repudiating the agreement, Amyris

24. Lavvan has attempted to resolve these differences. It has raised its serious concerns about Amyris's conduct through emails, calls, and formal letters. In a letter dated April 22, 2020, after many failed attempts to remedy Amyris's misconduct, Lavvan explained that Amyris's actions would require Lavvan to seek termination of the RCL Agreement. But in its response, Amyris simply ignored Lavvan's serious grievances. Indeed, in the face of allegations that it has materially breached the RCL Agreement, Amyris has continued to reject the fundamental terms of that agreement: that Amyris develops cannabinoid-producing yeast strains for Lavvan, so that Lavvan can then manufacture and commercialize biosynthetic cannabinoids.

25. On May 11, 2020, Lavvan notified Amyris of its intent to terminate the RCL Agreement due to Amyris's repeated material breaches.

III. PARTIES

26. Plaintiff, Lavvan, is a Delaware corporation with its principal place of business in New York, New York, and offices in Toronto, Ontario. Incorporated in 2019, Lavvan was formed to commercialize high-quality cannabinoid ingredients for a range of industries, including health, beauty and cosmetics, food and beverage, and pharmaceuticals.

27. Defendant, Amyris, is a Delaware corporation with its principal place of business in Emeryville, California. Amyris is a publicly traded biotechnology company that produces, among other things, ingredients for cosmetics, flavors, and fragrances.

IV. JURISDICTION AND VENUE

28. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338.

29. Pursuant to 28 U.S.C. § 1391, venue is proper in this District because a substantial part of the events or omissions giving rise to Lavvan's claims occurred, and a substantial part of property that is the subject of this action is situated, in this District. Moreover, pursuant to

Section 16 of the RCL Agreement—which provides that “[REDACTED]

[REDACTED]

[REDACTED]” — [REDACTED]

[REDACTED].

30. The RCL Agreement also [REDACTED]

[REDACTED]. [REDACTED]: “[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]”⁴

31. This Court has personal jurisdiction over Amyris because, as noted above, [REDACTED]

[REDACTED].

V. FACTUAL ALLEGATIONS

A. Cannabinoid Production

32. Cannabinoids are chemicals found in cannabis plants. There are over 100 known cannabinoids. The two most commercialized cannabinoids today are THC (tetrahydrocannabinol), which produces a psychoactive effect, and CBD (cannabidiol), which has no intoxicating elements and is rapidly growing in popularity. THC and CBD are together

⁴ In contrast, the Parties agreed that [REDACTED]

[REDACTED]